

**Amendment
to the
Interconnection Agreement
Between
Birch Telecom of the South, Inc.
and
BellSouth Telecommunications, Inc.
Dated July 14, 2000**

Pursuant to this Amendment, (the "Amendment"), Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch, collectively ("Birch"), on behalf of itself and its certificated operating affiliates identified in Part C hereof and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 14, 2000 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Birch entered into the Agreement on July 14, 2000, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to add the following language to Attachment 2 of the Agreement:

2.12 Birch may request access to the Loop Qualification System (LQS). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers (ISPs) selling BellSouth ADSL (Asymmetric Digital Subscriber Line) Service to determine if a telephone number(s) at a specific service address qualifies for BellSouth ADSL Service.

2.12.1 In consideration of the terms and conditions enumerated below, BellSouth hereby agrees to provide the customer access to LQS and a bulk list of ADSL qualified customers from LQS:

2.12.1.1 BellSouth makes no claim as to the accuracy or completeness of either LQS or the bulk list.

2.12.1.2 Birch is responsible for acting within the local, state, and federal law governing the use of the bulk list for the purpose of, but not limited to, marketing of its own DSL service through direct mail or telemarketing. Furthermore, Birch hereby agrees to refrain from abusive telemarketing practices.

- 2.12.1.3 Birch agrees to use the LQS information and the bulk list and/or any information directly derived from the bulk list for the sole purpose of qualifying and selling its own DSL services (whether by itself or in a package of other offerings).
 - 2.12.1.4 Birch will not use the bulk list for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services.
 - 2.12.1.5 Birch will not provide the bulk list, any portion or portions of the bulk list, copies of the bulk list, or any information derived directly from the bulk list to others without the prior written consent of BellSouth.
 - 2.12.1.6 Birch acknowledges and agrees to BellSouth's right to revoke and terminate the use of the bulk list by Birch. BellSouth may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to Birch. In such event, Birch agrees to immediately destroy or return all copies and/or components of the bulk list. For purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.
- 2. All of the other provisions of the Agreement, dated July 14, 2000, shall remain in full force and effect.
 - 3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

General Terms and Conditions – Part C

Schedule of Birch Telecom of the South, Inc. (Birch) Operating Affiliates

Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch – FL

Birch Telecom of the South, Inc. – AL, GA, KY, LA, MS, NC, SC and TN

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 4/22/04

Birch Telecom of the South, Inc.

By: 

Name: JOHN IVANUSKA

Title: VICE PRESIDENT

Date: 4/20/04